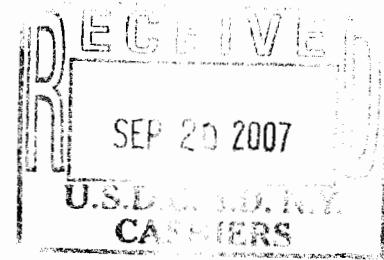


U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 8211

Christopher M. Schierloh (CS6644)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT NEW YORK



-----X
INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o HERMAN MILLER,
INC.

07 Civ.

Plaintiff,

COMPLAINT

- against -

MEDITERRANEAN SHIPPING COMPANY
S.A.,

Defendant.

-----X

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

PARTIES

1. Plaintiff, Indemnity Insurance Company of North America, is a Pennsylvania corporation with a place of business located at 140 Broadway, 40th Floor, New York, New York 10005, and is the cargo insurer of certain cargo laden aboard the M/V MSC SALVADOR and owned by subrogor, Herman Miller, Inc., as more fully described below.

2. Defendant, MEDITERRANEAN SHIPPING COMPANY, S.A. (hereinafter "MSC") is a foreign corporation with a place of business located at 420 Fifth Avenue, New York, New York 10018 and at all relevant times was and is doing business in this jurisdiction

and was and is a common carrier of goods by water, and was the common carrier for the shipment described more fully below, and was and is the owner and/or charterer and/or manager and/or operator of M/V MSC SALVADOR

JURISDICTION

3. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

FACTS

4. On or about September 1, 2006, a consignment consisting of 186 packages of office furniture in containers numbered MSCU8341761 and TRIU3718550 , then being in good order and condition, was delivered into the care of custody of the defendant and/or its agents for transportation from Chicago, Illinois to Khoms, Libya, in consideration of an agreed freight pursuant to MSC bill of lading MSCUNW301138, dated September 1, 2006.

5. On or about September 1, 2006, the containers were loaded aboard the M/V SALVADOR in New York, and the vessel sailed for its intended destination.

6. On or about November 21, 2006, the aforementioned consignment was delivered to the consignee, Exxon Mobil, Ltd., whereupon it was discovered that furniture within container number MSCU8341761 had sustained damages due to wetting.

7. The damage sustained were not the result of any act or omission of plaintiff but, on the contrary, was due solely as the result of the negligence, fault, neglect, breach of contracts of carriage, charter and bailment on the part of defendant.

8. By reason of the foregoing, plaintiff has sustained damages in the total amount of \$5,000, no part of which has been paid, although duly demanded.

9. All and singular the matters alleged herein are true and correct. Plaintiff reserves the right to amend and supplement this complaint, as further facts become available.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and
3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
September 20, 2007
115-873

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By:


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